

**2023 VERMONT NONPROFIT SECURITY GRANT PROGRAM (NSGP)  
REQUEST FOR PROPOSAL**



**CONTENTS**

KEY DATES .....3

FEDERAL AWARD INFORMATION.....3

FUNDING ELIGIBILITY.....4

PROGRAM PURPOSE.....5

WHAT CAN I APPLY FOR? .....5

    Objectives: .....5

    Priorities (anticipated): .....5

        Federal: .....5

        Vermont: .....5

Funding Maximums: .....6

Nonprofit Security Allowable Uses: .....6

    Equipment.....6

    Planning .....9

    Training.....10

    Exercises .....10

    Construction/Renovation .....11

    Maintenance and Sustainment .....11

    Unsupported/ Unallowable Nonprofit Security Grant Program Uses:.....12

HOW DO I PREPARE? .....12

    Ensure applicant has active UEI number.....12

    Review this RFP in full: .....12

    Be prepared to explain how your proposed project supports terrorism preparedness: .....13

    Vulnerability/risk assessment .....13

WHEN ARE APPLICATIONS DUE? .....13

HOW DO I APPLY?.....13

WHAT DO I NEED TO APPLY? .....14

GRANT MANAGEMENT AND REPORTING.....18

    PRE-AWARD IMPORTANT INFORMATION FOR APPLICANTS.....18

    POST-AWARD REQUIREMENTS.....19

APPLICATION EVALUATION CRITERIA.....22

    Application Evaluation Information.....22

    Application Review Checklist .....23

    Application Scoring Worksheet.....1

STANDARD GRANT ATTACHMENTS.....6

    Attachment C: Standard State Provisions for Contracts and Grants.....6

    Attachment D: Other Grant Agreement Provisions .....11

    Attachment E: Funding Source Special Conditions.....14

**KEY DATES**

Request for Proposals Release	March 6th, 2023
Applications Due to <a href="mailto:dps.hsugrants@vermont.gov">dps.hsugrants@vermont.gov</a>	April 14 <sup>th</sup> , 2023 at 5:00pm
Application Review Period	April 2023
Conditional Award Notification: <i>(Do not purchase / authorize spending until you have an executed agreement in your possession)</i>	Spring 2023 (tentative)
Vermont FY23 Application Prepared for Submission to FEMA	Spring 2023
Homeland Security Grant Program (HSGP) Funding Accepted, Subawards Made	Fall 2023
Award Notification	Fall 2023
Estimated Project Start Date	Mid to Late October 2023

**FEDERAL AWARD INFORMATION**

Department of Homeland Security  
 FY2023 Nonprofit Security Grant Program  
 Assistance Listings Number (formerly CFDA Number): 97.008  
 Grant Period: 9/1/2023 to 8/31/2026  
<https://www.fema.gov/nonprofit-security-grant-program>

Annually, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issues the Fiscal Year (FY) Nonprofit Security Grant Program (NSGP), Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual.

Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2, [Code of Federal Regulations \(C.F.R.\), Part 200](#).

## FUNDING ELIGIBILITY

Eligible nonprofit organizations are those organizations that are:

1. Described under section 501(c)(3) of the Internal Revenue Code of 1986 (IRC) and exempt from tax under section 501(a) of such code.

**Note:** The Internal Revenue Service (IRS) does not require certain organizations such as churches, mosques, and synagogues to apply for and receive a recognition of exemption under section 501(c)(3) of the IRC. Such organizations are automatically exempt if they meet the requirements of section 501(c)(3). These organizations are not required to provide recognition of exemption. For organizations that the IRS requires to apply for and receive a recognition of exemption under section 501(c)(3), the state may or may not require recognition of exemption, as long as the method chosen is applied consistently.

Refer to links below for additional information:

- <https://www.irs.gov/charities-non-profits/charitable-organizations/exemptionrequirements-section-501-c-3-organizations>
- <https://www.irs.gov/publications/p557/ch03.html>
- <https://www.irs.gov/charities-non-profits>

2. Able to demonstrate, through the application, that the organization is at high risk of a terrorist attack.

Below are entities that are not eligible to apply under the Nonprofit Security Grant Program. These entities are subject to change with release of the official 2023 Notice of Funding Opportunity from FEMA.

- Utility companies
- For-profit transportation companies, such as a company offering bus service
- For-profit hospitals
- Organizations active in politics, lobbying, and advocacy work
  - Volunteer fire departments
  - Community Service organizations (Kiwanis, Rotary, and Lions Clubs)
  - Homeowner Associations
- Labor, agricultural or horticultural organizations
  - Labor unions, county fairs, and flower societies are examples of these types of groups.

Nonprofit organizations must apply for FY 2023 NSGP through the State of Vermont as the State Administrative Agency (SAA).

Nonprofit organizations **may not** apply directly to DHS/FEMA for FY 2023 NSGP funds.

## PROGRAM PURPOSE

Nonprofit Security Grant Program (NSGP) provides funding for physical security enhancements and other security-related activities to nonprofit organizations that are at high risk of a terrorist attack. The NSGP also seeks to integrate the preparedness activities of nonprofit organizations with broader state and local preparedness efforts.

## WHAT CAN I APPLY FOR?

If you have any questions regarding allowable or unallowable uses of funding or need assistance in completing the application, please contact [DPS.HSUGrants@vermont.gov](mailto:DPS.HSUGrants@vermont.gov).

The FY 2023 Nonprofit Security Grant Program (NSGP) provides funding support for physical security enhancements and other security related activities to nonprofit organizations that are at high risk of a terrorist attack. NSGP seeks to integrate the preparedness activities of nonprofit organizations with broader state and local preparedness efforts.

### Objectives:

NSGP objectives are to support efforts that:

- Build and sustain core capabilities
- Strengthen governance integration between private nonprofit entities and Federal, state, and local governments
- Encourage a whole community approach to security and emergency management

### Priorities (anticipated):

#### Federal:

Given the evolving threat landscape, it is incumbent upon DHS/FEMA to continuously evaluate the national risk profile and set priorities that help ensure appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2023, one area attracts the most concern:

1. Enhancing the protection of soft targets/crowded places;

Likewise, there are several enduring security needs that crosscut the homeland security enterprise. The following are second-tier priorities that help recipients implement a comprehensive approach to securing communities:

1. Effective planning;
2. Training and awareness campaigns; and
3. Exercises.

#### Vermont:

Funding for NSGP is limited and applicants will be prioritized in the following manner:

1. Ideology-based/Spiritual/Religious
2. Educational (including childcare facilities) and medical facilities
3. Other

Application review will be in coordination with the Nonprofit Security Working Group.

### Funding Maximums:

Applicants with one site may apply for up to \$150,000 for that site. Applicants with multiple sites may apply for up to \$150,000 per site, for up to three sites, for a maximum of \$450,000 per sub-applicant. If a sub-applicant applies for projects at multiple sites, regardless of whether the projects are similar in nature, it must include an assessment of the vulnerability and risk unique to each site. Failure to do so may be cause for rejection of the application.

### Nonprofit Security Allowable Uses:

Eligible organizations may request NSGP funds to support the following activities. Each applicant must include its vulnerability/risk assessment on which the request(s) in the IJ is based.

#### Equipment

Allowable equipment costs are focused on facility hardening and physical security enhancements. Funding can be used for the acquisition and installation of security equipment on real property (including buildings and improvements) owned or leased by the nonprofit organization, specifically in prevention of and/or protection against the risk of a terrorist or other extremist attack. This equipment is limited to select items on the [Authorized Equipment List \(AEL\)](#):

A complete list of allowable items can be found below.

Unless otherwise stated, equipment must meet all mandatory statutory, regulatory, and DHS/FEMA-adopted standards to be eligible for purchase using these funds, including the Americans with Disabilities Act. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. In addition, subrecipients that are using NSGP funds to support emergency communications equipment activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including but not limited to [2 C.F.R. §§ 200.310, 200.313, and 200.316](#).

NSGP applicants can apply for the equipment and installation of the equipment listed below. Items not on the list below will not be funded.

03OE-03-MEGA	System, Public Address, Handheld or Mobile	Systems for mass audio notification, including vehicle-mounted high powered speaker systems, or battery powered megaphone / public address systems with corded microphone.
04AP-05-CRED	System, Credentialing	Software application and associated hardware and material for creating site/event credential badges and controlling scene access.
04AP-09-ALRT	Systems, Public Notification and Warning	Systems used to alert the public of protective actions or to provide warning to the public in the event of an incident, such as sirens, the Emergency Alert System (EAS), the Integrated Public Alert and Warning System (IPAWS), and Wireless Emergency Alerts (WEA).
04AP-11-SAAS	Applications, Software as a Service	Sometimes referred to as "on-demand software", SAAS applications run on the provider's servers, delivering functionality via the internet to any device having connectivity and the required browser or interface. Access to the application is obtained via a service subscription rather than outright purchase, with all updates and configuration requirements handled by the service provider.
05AU-00-TOKN	System, Remote Authentication	System used to provide enhanced remote authentication, usually consisting of a server, some synchronization scheme, and a device, token, or smartphone application.
05EN-00-ECRP	Software, Encryption	Encryption software for protecting stored data files or email messages.
05HS-00-MALW	Software, Malware/Anti-Virus Protection	Software for protection against viruses, spyware, and malicious code. May be obtained for individual hosts or for entire network segments.
05HS-00-PFWL	System, Personal Firewall	Personal firewall for operation on individual workstations. Usually a software solution, but appliances are also available.
05NP-00-FWAL	Firewall, Network	Firewall (software or standalone appliance) for use in protecting networks.
05NP-00-IDPS	System, Intrusion Detection/Prevention	Intrusion Detection and/or Prevention System (IDS, IPS) deployed at either host or network level to detect and/or prevent unauthorized or aberrant behavior on the

		network. Software and hardware (appliance) solutions exist.
06CP-01-PORT	Radio, Portable	Individual/portable radio transceivers.
06CC-02-PAGE	Services/Systems, Paging	Paging services/systems, 1-way text messaging.
06CP-03-ICOM	Intercom	System for hands-free (wired or wireless) communication for limited numbers of personnel in close proximity, such as vehicle crew members. Includes systems designed for underwater use.
06CP-03-PRAC	Accessories, Portable Radio	Speaker/microphone extensions to portable radios. Sometimes used within encapsulated/partially encapsulated suits, where restricted access to radio equipment impedes normal portable radio operations. Also includes programming/cloning cables.
10GE-00-GENR	Generators	Generators, varying types and sizes, including gasoline, diesel, propane, natural gas, alternator, gas turbine powered devices, etc.
13IT-00-ALRT	System, Alert/Notification	Alert and notification equipment that allows for real-time dissemination of information and intelligence among responders via equipment such as cellular phones, pagers, text messaging, etc.
14CI-00-COOP	System, Information Technology Contingency Operations	Back-up computer hardware, operating systems, data storage, and application software necessary to provide a working environment for contingency operations. May be a purchased remote service or a dedicated alternate operating site.
14EX-00-BCAN	Receptacles, Trash, Blast-Resistant	Blast-resistant trash receptacles.
14EX-00-BSIR	Systems, Building, Blast/Shock/Impact Resistant	Systems to mitigate damage from blasts, shocks, or impacts, such as column and surface wraps, wall coverings, breakage/shatter resistant glass, window wraps, and deflection shields.
14SW-01-ALRM	Systems/Sensors, Alarm	Systems and standalone sensors designed to detect access violations or intrusions using sensors such as door/window switches, motion sensors, acoustic sensors, seismic, and thermal sensors. May also include temperature sensors for critical areas.

14SW-01-DOOR	Doors and Gates, Impact Resistant	Reinforced doors and gates with increased resistance to external impact for increased physical security.
14SW-01-LITE	Lighting, Area, Fixed	Fixed high-intensity lighting systems for improved visibility in areas such as building perimeters and surveillance zones.
14SW-01-PACS	System, Physical Access Control	Locking devices and entry systems for control of physical access to facilities.
14SW-01-SIDP	Systems, Personnel Identification	Systems for positive identification of personnel as a prerequisite for entering restricted areas or accessing information systems.
14SW-01-SIDV	Systems, Vehicle Identification	Systems for identification of vehicles, ranging from decals to radio frequency identification (RFID) or other transponder devices.
14SW-01-SNSR	Sensors/Alarms, System and Infrastructure Monitoring, Standalone	Standalone sensors/alarms for use on critical systems or infrastructure items (security systems, power supplies, etc.) to provide warning when these systems fail or are near failure.
14SW-01-VIDA	Systems, Video Assessment, Security	Camera-based security systems utilizing standard, low light, or infrared technology.
14SW-01-WALL	Barriers: Fences; Jersey Walls	Obstacles designed to channel or halt pedestrian or vehicle-borne traffic in order to protect a physical asset or facility.
15SC-00-PPSS	Systems, Personnel/Package Screening	Hand-held or fixed systems such as walk-through magnetometers and conveyor-belt x-ray systems used to screen personnel and packages for hazardous materials/devices.
21GN-00-INST	Installation	Installation costs for authorized equipment purchased through FEMA grants.
21GN-00-TRNG	Training and Awareness	Training on CBRNE and cyber security equipment by vendors or local entities.

### Planning

Funding may be used for security or emergency planning expenses and the materials required to conduct planning activities. Planning must be related to the protection of the facility and the people within the facility and should include consideration of access and functional needs as well as those with limited English proficiency. Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related CISA resources. Examples of planning activities allowable under this program include:

- Development and enhancement of security plans and protocols;

- Development of further strengthening of security assessments;
- Emergency contingency plans;
- Evacuation/Shelter-in-place plans;
- Coordination and information sharing with fusion centers; and
- Other project planning activities with prior approval from FEMA.

### Training

Nonprofit organizations may use NSGP funds for the following training-related costs:

- Employed or volunteer security staff to attend security-related training within the United States;
- Employed or volunteer staff to attend security-related training within the United States with the intent of training other employees or members/congregants upon completing the training (i.e., “train-the-trainer” type courses);
- Nonprofit organization’s employees, or members/congregants to receive on-site security training.

Allowable training-related costs under the NSGP are limited to attendance fees for training and related expenses, such as materials, supplies, and/or equipment. Overtime, backfill, and travel expenses are not allowable costs. **Allowable training topics are limited to the protection of critical infrastructure key resources, including physical and cybersecurity, facility hardening, and terrorism/other extremism awareness/employee preparedness such as Community Emergency Response Team (CERT) training, indicators and behaviors indicative of terrorist/other extremist threats, Active Shooter training, and emergency first aid training. Additional examples of allowable training courses include: “Stop The Bleed” training, kits/equipment, and training aids; First Aid and other novice level “you are the help until help arrives” training, kits/equipment, and training aids; and Automatic External Defibrillator (AED) and AED/Basic Life Support training, kits/equipment, and training aids.** Training conducted using NSGP funds must address a specific threat and/or vulnerability, as identified in the nonprofit organization’s IJ. Training should provide the opportunity to demonstrate and validate skills learned as well as to identify any gaps in these skills.

- Proposed attendance at training courses and all associated costs using NSGP funds must be included in the organization’s application.

Please pay close attention to the allowable security-related training topics in bold above. Applications for other trainings will not be funded.

### Exercises

Funding may be used to conduct security-related exercises. This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, and documentation. Exercises afford organizations the opportunity to validate plans and procedures, evaluate capabilities, and assess progress toward meeting capability targets in a controlled, low risk setting. All shortcomings or gaps—including those identified for children and individuals

with access and functional needs—should be identified in an improvement plan. Improvement plans should be dynamic documents with corrective actions continually monitored and implemented as part of improving preparedness through the exercise cycle.

#### Construction/Renovation

For construction costs to be allowed they must be specifically approved by FEMA, in writing, prior to the use of any NSGP program funds for construction or renovation. Recipients and subrecipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements).

Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1, must also be identified to the FEMA HQ Program Analyst within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to [gpdehpinfo@fema.gov](mailto:gpdehpinfo@fema.gov).

NSGP recipients using funds for construction projects must comply with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed. Additional information regarding compliance with the Davis Bacon Act, including Department of Labor (DOL) wage determinations, is available from the following website: <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Please note that the Vermont Homeland Security Unit Staff will assist subrecipients with completing and submitting Environmental and Historic Preservation paperwork.

#### Maintenance and Sustainment

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in DHS/FEMA Policy FP 205-402- 125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at <http://www.fema.gov/media-library/assets/documents/32474>, under all active and future grant awards, unless otherwise noted.

- Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

### Unsupported/ Unallowable Nonprofit Security Grant Program Uses:

This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the [DPS.HSUGrants@vermont.gov](mailto:DPS.HSUGrants@vermont.gov). For additional information on allowable costs, see the [Preparedness Grants Manual](#).

- Maintenance costs
- Shipping costs
- Overtime, backfill, and/or travel expenses
- Weapons or weapons related training
- Organization costs, and operational overtime costs
- Hiring of public safety personnel
- General-use expenditures
- Initiatives that do not address the implementation of programs/initiatives to build prevention and protection-focused capabilities directed at identified facilities and/or the surrounding communities
- The development of risk/vulnerability assessment models
- Initiatives that fund risk or vulnerability security assessments or the development of the IJ
- Initiatives in which Federal agencies are the beneficiary or that enhance Federal property
- Initiatives which study technology development
- Proof-of-concept initiatives
- Initiatives that duplicate capabilities being provided by the Federal Government
- Organizational operating expenses
- Reimbursement of pre-award security expenses
- Cameras for license plate readers/license plate reader software
- Cameras for facial recognition software
- Weapons or weapons-related training
- Knox boxes

### HOW DO I PREPARE?

Ensure applicant has active UEI number:

Ensure that your organization has an active Unique Entity Identifier or UEI; and register and/or maintain current status in the System for Award Management (SAM). It may take four weeks or more to register for a UEI. Register your entity or get a UEI at [www.sam.gov](http://www.sam.gov).

Review this RFP in full:

Review this RFP in full. Pay close attention to the “What Can I Apply For” section as only requests that align with the scope of this RFP and allowable uses of funding will be accepted. We encourage you to think about your organizations’ gaps, vulnerabilities, hazards and risks, and consider what your organization may be interested in applying for based on what are allowable grant expenditures. Strong justifications and explanations of the projects are needed, so consider how your organization will demonstrate need and evaluate success.

Be prepared to explain how your proposed project supports terrorism preparedness:

The NSGP funding supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

Vulnerability/risk assessment:

- Each applicant must include its vulnerability/risk assessment on which the request(s) in the Investment Justification is based. It is recommended that applicants work with local police departments to complete a vulnerability assessment and/or notify police of identified vulnerabilities.
- Resources to complete a self-assessment can be found here:
  - The Homeland Security Unit has developed a self-assessment tool that can be found by accessing the following link: <http://hsu.vermont.gov/homeland-security-unit/funding-opportunities>.
  - Cybersecurity & Infrastructure Security Agency (CISA) has developed a baseline security self-assessment that is designed for a person, with little to no security experience, to complete a security assessment. (This assessment is geared towards Houses of Worship, but can be used for any NSGP applicant): <https://www.cisa.gov/houses-of-worship>

Please note that it is very important that the project applied for clearly addresses the vulnerabilities identified in vulnerability/ risk assessments. For instance, if you are requesting door locks, the vulnerability assessment should explain what weaknesses exist in access control throughout the building.

### WHEN ARE APPLICATIONS DUE?

All applications and supporting documentation must be RECEIVED by the Homeland Security Unit office by **Friday, April 14<sup>th</sup>, 2023 at 5:00 p.m. EST**. Proposals received after this date and time may NOT be eligible for consideration.

To facilitate processing, completed grant applications and supporting documentation must be sent via email to [DPS.HSUGrants@vermont.gov](mailto:DPS.HSUGrants@vermont.gov). Your application and supporting documentation must be received no later than the due date and time listed above. If it arrives at *5:01 p.m. EST*, it will be considered late.

### HOW DO I APPLY?

Submit complete application (PDF) and supporting documentation (PDF) to the Vermont Homeland Security Unit: [DPS.HSUGrants@vermont.gov](mailto:DPS.HSUGrants@vermont.gov). Application materials are located on the [Homeland Security Unit website](#).

## WHAT DO I NEED TO APPLY?

For application materials and an explanation of each of the requirements below, please visit the [Homeland Security Unit website](#).

To be eligible:

- Applicant(s) must be:
  - Described under section 501(c)(3) of the Internal Revenue Code of 1986 (IRC) and exempt from tax under section 501(a) of such code  
**Note: The Internal Revenue Service (IRS) does not require certain organizations such as churches, mosques, and synagogues to apply for and receive a recognition of exemption under section 501(c)(3) of the IRC. Such organizations are automatically exempt if they meet the requirements of section 501(c)(3). These organizations are not required to provide recognition of exemption. For organizations that the IRS requires to apply for and receive a recognition of exemption under 501(c)(3), the state may or may not require recognition of exemption, as long as the method chosen is applied consistently.**
  - be able to demonstrate, through the application, that the organization is at high risk of a terrorist attack.
- The applicant must not be listed on the [suspended and debarred list](#)
- The applicant must not be listed on the DPS Restricted Parties List
- Applicants must have a valid [UEI](#) number and be currently active with the [System for Award Management \(SAM\)](#).
- [Financial risk assessment survey](#) completed in the last twelve months.
- Applicants must meet eligibility requirements under section “What Can I Apply For?”
- Applicant must read and comply with [2 CFR 200.317 to 2 CFR 200.327](#) regulations.
- Applicant must have written procurement standards per [2 CFR 200.318\(a\)](#).
- Applicant must have written conflict of interest standards per [2 CFR 200.318\(c\)](#).
- Applicant read and understands that certain telecommunications and video surveillance services or equipment are prohibited from being purchased using grant funds. See [2 CFR § 200.216 and 2 CFR § 200.471](#).
- Applicant must take necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible per [2 CFR 200.321](#).
- Applicant agrees that this federal funding does not supplant (replace) state, local, and agency monies in their organization's budget for the requested items in this application.

The following MUST be submitted:

- Complete application (Investment Justification) submitted as a PDF
- Signature page submitted as a PDF
- A vulnerability/ risk assessment
- Organization/Agency mission statement on letterhead
- Applicant organizations that are not Ideology-based/Spiritual/Religious organizations must submit documentation from the IRS demonstrating that they are a 501c3.
- Certificate of Insurance (COI) with current coverage
- Supporting documentation as required below, based on your proposed project

IF APPLICABLE, the following supporting documentation must be submitted:

	<b>If your project...</b>	<b>You must provide the following:</b>
<input type="checkbox"/>	<i>is not an Ideology-based/Spiritual/Religious organization</i>	1. Documentation from the IRS demonstrating status as a <b><u>501c3</u></b>
<input type="checkbox"/>	<i>is too large for your agency to accomplish in a reimbursement (after-the-fact) in arrears of expenses, you may request pre-payment on a "Limited Cash Advance" basis.</i>	1. A copy of agency's Cash Advance Policy must be included in the application <u>AND</u> your Agency's cash advance policy must meet the following requirement:  A subrecipient must have procedures in place to be compliant with 2 CFR 200.305 as well as 15 USC 1601 Electronic Fund Transfer Act. The subrecipient must deposit cash advance in an interest-bearing account (with some regulatory exceptions) and report any federal grant interest annually to the U.S. Department of Human Services, Payment Management Division.
<input type="checkbox"/>	<i>is requesting equipment</i>	1. Three (3) quotes must be submitted for all single items valued at more than \$100.00 per unit. a. Solicit price quotations from 3 or more qualified Vendors. Price quotations may be obtained through: telephone or verbal quotes, facsimile quotations, e-mail quotes or written bids. All communications with the Vendors to obtain price quotes must

		<p>be documented (emails, fax, notes from phone calls, etc.). If (3) quotes are not provided, the applicant must explain the reason why three quotes were not submitted.</p> <ol style="list-style-type: none"> <li>2. Geographical preference and/or sole source will not be sufficient.</li> <li>3. Code of Federal Regulations, <a href="#">2 CFR parts 317-327</a>, requires full and open competition while procuring grant-funded equipment. Please refer to the Procurement Standards guidance included ensure compliance.</li> <li>4. Equipment must be listed on the <a href="#">DHS Authorized Equipment List (AEL)</a> and Nonprofit Security Grant Program must be listed under “FEMA Related Grant Programs. The applicant must indicate in their application the Authorized Equipment List number of any requested equipment., etc. <ol style="list-style-type: none"> <li>a. Please note limitations may exist. Pay attention to the section entitled “Grant Notes” for any specific limitations, uses, requirements, waivers, etc.</li> <li>b. If applicable, applicants may be required to obtain written approval from FEMA and/or provide a detailed justification for the request.</li> </ol> </li> </ol>
<input type="checkbox"/>	<i>is requesting a vendor-offered training</i>	A vendor provided course description or syllabus and quotes as required by your organizations’ procurement policy.
<input type="checkbox"/>	<i>is requesting an increase in the quantity of NSGP-funded equipment already owned by the applicant.</i>	Completed Homeland Security Grant Program (HSGP) Property Records List. A template for the Property Records List can be found by accessing the following link: <a href="http://hsu.vermont.gov/homeland-security-unit/funding-opportunities">http://hsu.vermont.gov/homeland-security-unit/funding-opportunities</a>

**WHAT IF I HAVE QUESTIONS?**

Assistance in completing the application can be obtained by contacting [DPS.HSUGrants@vermont.gov](mailto:DPS.HSUGrants@vermont.gov).

The Homeland Security Unit will hold weekly webinars and technical assistance sessions. Weekly webinars will provide an overview of the grant program and a walkthrough of the application process. Weekly technical assistance sessions will afford applicants an opportunity to ask questions on allowable items and seek assistance in the development of applications. To register for either, please complete the Microsoft Forms registration page here: <https://forms.office.com/g/vWByG25keN>

Registration will close 24 hours before the meeting and dial-in information will be distributed at that time.

<b>Application Assistance</b>	
<b>Webinar Sessions</b>	<b>Technical Assistance Sessions</b>
<b>March 8<sup>th</sup>, 2023</b> <i>2:00 p.m.-3:00 p.m.</i>	<b>March 9<sup>th</sup>, 2023</b> <i>11:00-11:30 a.m.</i>
<b>March 15<sup>th</sup>, 2023</b> <i>11:00 a.m. –12:00 p.m.</i>	<b>March 16<sup>th</sup>, 2023</b> <i>2:00 p.m. – 2:30 p.m.</i>
<b>March 22<sup>nd</sup>, 2023</b> <i>11:00 a.m.-12:00 p.m.</i>	<b>March 23<sup>rd</sup>, 2023</b> <i>11:00-11:30 a.m.</i>
<b>March 29<sup>th</sup>, 2023</b> <i>2:00 p.m. – 3:00 p.m.</i>	<b>March 30<sup>th</sup>, 2023</b> <i>2:00 p.m. – 2:30 p.m.</i>
<b>April 5<sup>th</sup>, 2023</b> <i>11:00 a.m.-12:00 p.m.</i>	<b>April 6<sup>th</sup>, 2023</b> <i>11:00-11:30 a.m.</i>
<b>April 12<sup>th</sup>, 2023</b> <i>2:00 p.m. – 3:00 p.m.</i>	<b>April 13<sup>th</sup>, 2023</b> <i>2:00 p.m. – 2:30 p.m.</i>

## GRANT MANAGEMENT AND REPORTING

### PRE-AWARD IMPORTANT INFORMATION FOR APPLICANTS

1. Applications for funding must be received, approved and a grant agreement executed (signed by a DPS representative) *prior to expenditure of grant funds*.
  - a. DO NOT PURCHASE / AUTHORIZE SPENDING UNTIL YOU HAVE AN EXECUTED AGREEMENT IN YOUR POSSESSION.
  - b. Any expenses incurred before the agreement is executed (signed by your organization AND the Commissioner of Public Safety) will not be reimbursed by the Department of Public Safety
2. The total dollar amount for this funding opportunity is limited and while the Working Group would like to fund all projects, so please be realistic and consider sustainability while developing your applications.
  - a. If applicable, please prioritize projects, in the event the application can be partially funded.
3. If requests for funding exceed the available amount, requests will be prioritized, and awards will be made based on the need identified in the applications submitted.
4. Applications may not be reviewed unless all requirements are met at the time of application review.
5. Agencies receiving funding approved by the Working Group are subject to programmatic monitoring and/or financial audits conducted by the Department of Public Safety or U.S. Department of Homeland Security.
6. The Working Group may require the signing of a Memorandum of Understanding for equipment designated for multi-agency use.
7. Misrepresentation or misuse of any equipment granted under these guidelines shall be subject to prosecution.
8. As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by DHS/FEMA including grant-funded projects, comply with Federal EHP regulations, laws, and Executive Orders, as applicable. Recipients and subrecipients proposing projects that have the potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located <https://www.fema.gov/media-library/assets/documents/90195> , and further EHP guidance can be found at <https://www.fema.gov/media-library/assets/documents/118323>.

9. If applying for equipment, all requested equipment must be listed on the Federal Authorized Equipment List (AEL), which can be found here: <https://www.fema.gov/authorized-equipment-list>. Applications will be reviewed for geographical coverage and current placement of equipment. The AEL# must be included in the application.

## POST-AWARD REQUIREMENTS

1. If an application is accepted, a grant agreement will be sent to the subrecipient for signature. The subrecipient will sign and return the grant agreement the Department of Public Safety. The grant agreement will outline the scope of work, approved budget, period of performance and all subrecipient responsibilities.
2. Do not begin work on any grant funded projects until an executed agreement is in your possession. Any work or items purchased before the agreement is executed (signed by your organization AND the Commissioner of Public Safety) will not be reimbursed by the Department of Public Safety.
3. Applicants receiving funds will be required to submit a Program Progress Report Form detailing status of performance measures and project progress.
  - a. A completed Program Progress Report Form must be submitted each time reimbursement is requested or bi-annually, at a minimum. The reporting periods are July 1 - December 31 (due January 15), January 1 – June 30 (due July 15). If the due date falls on a weekend or holiday, please submit the following business day. A final report is due within 30 days of the end date of this grant agreement. Program Progress Report Form is required even if no activity has been performed on the project.
  - b. Program Progress Report Form is required even if no activity has been performed on the project.
  - c. The Program Progress Report Form shall be completed to the best of the grantees' ability. Blank, incomplete, or insufficient Program Progress Report Forms will not be accepted.
  - d. The State reserves the right to withhold part or all grant funds if the State does not receive timely documentation of the successful completion of grant deliverables.
4. Applicants receiving funds will ensure that this project is fully operational within the Period of Performance and report back to the DPS Financial Administrator when it is so.
5. Applicants receiving equipment funds will be required to comply with the following:
  - a. Applicants will ensure that all members utilizing equipment (if applicable) provided by this grant will be trained to the appropriate level to utilize the equipment and the Subrecipient will maintain records of training.
  - b. Applicants will ensure that equipment is accounted for throughout its operational lifetime and adhere to [2 CFR 200.313](#) (Equipment) requirements:

- i. A Property Records List must be submitted with each equipment reimbursement and updated/maintained per Code of Federal Regulations. A template Property Records List that meets these requirements can be found on the [VTHSU website](#).
  1. The Property Records List can be combined with the agency's ongoing asset list, however, items purchased with Nonprofit Security funds must be identified within the list.
  2. If the organizations' ongoing asset list is utilized, then 2 CFR §200.313 Code of Federal Regulations must be referenced to ensure that all categories detailed are utilized, as required.
  3. All equipment (including information technology systems), having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or above, purchased by this grant must be included on the Homeland Security Unit (HSU) Property Records List.
  4. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award.
6. Applicants receiving funds will inform the DPS Financial Administrator and Program Manager in writing of any delays, proposed equipment substitutions or desired changes to the physical/geographic deployment, concept of operations, and/or technical specifications in order to determine if an amendment is warranted.
  - a. If an amendment to this agreement is necessary, no purchases or work may be completed under the adjusted scope of the agreement until the amendment has been executed.
  - b. Changes in scope or objective of the award – whether as a result of intended actions by the recipient or subrecipients – require FEMA's prior written approval, in accordance with 2 C.F.R. §§ 200.308(c)(1)(i), 200.407.
  - c. NSGP is competitive, with applications recommended for funding based on threat, vulnerability, consequence, and their mitigation to a specific facility/location. However, consistent with 2 C.F.R § 200.308(c)(1)(i), Change in Scope Notification, DHS/FEMA requires prior written approval of any change in scope/objective of the grant-funded activity after the award is issued. See 2 C.F.R. § 200.308(b), (c). Scope/objective changes will be considered on a case-by-case basis, provided the change does not negatively impact the competitive process used to recommend NSGP awards.
  - d. Requests to change the scope or objective of the grant-funded activity after the award is made must be submitted by the State Administrative Agency (SAA) via ND Grants as a Scope Change Amendment. The amendment request must include the following:

- i. A written request from the NSGP subrecipient on its letterhead, outlining the scope or objective change, including the approved projects from the subrecipient's Investment Justification (IJ), the funds and relative scope or objective significance allocated to those projects, the proposed changes, and any resulting reallocations as a result of the change of scope or objective;
    - ii. An explanation why the change of scope or objective is necessary;
    - iii. Validation from the SAA that any deviations from the approved IJ are addressed in the vulnerability assessment submitted by the subrecipient at the time of application; and
    - iv. The subrecipient request must also address whether the proposed changes will impact its ability to complete the project within the award's period of performance.
  - e. If an amendment to this agreement is necessary, no purchases or work may be completed under the adjusted scope of the agreement until the amendment has been executed by DPS.
7. If awarded a grant, each agency must adhere to the certifications and assurances identified in the subgrant agreement. Included in this RFP are sample conditions and attachments that must be followed in order to comply with the grant. These conditions are subject to change in the actual agreement and are provided here to advise an applicant of parameters that may be required upon acceptance of the Homeland Security grant award.
8. Applicants receiving funds agrees that grant funds awarded will be used to supplement existing funds for program activities and will not supplant (replace) non-Federal funds. Subrecipients must be able to document local/state funds were not supplanted with funds from this award (for example: personnel expenses must be supported with actual budget allocations that include this funding source).
9. Agencies must exercise discretion and judgment in ensuring that costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award per [2CFR200](#).
10. Procurement Requirements:
- a. Applicant must read and comply with [2 CFR 200.318 to 2 CFR 200.327](#) regulations.
  - b. Applicant must have written procurement standards per [2 CFR 200.318\(a\)](#).
  - c. Applicant must have written conflict of interest standards per [2 CFR 200.318\(c\)](#).
  - d. Applicant must take necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible per [2 CFR 200.321](#).
  - e. Applicant agrees that this federal funding does not supplant (replace) state, local, and agency monies in their organization's budget for the requested items in this application.
11. Subrecipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

## APPLICATION EVALUATION CRITERIA

### Application Evaluation Information

Information on the application requirements below can be found within the “Explanation of Application Requirements” on the [Homeland Security Unit website](#).

NSGP applications are to be submitted by nonprofit organizations to their respective State Administrative Agency. Applications will be reviewed through a two-phase state and Federal review process for completeness, adherence to programmatic guidelines, feasibility, and how well the IJ (project description and justification) addresses the identified risk(s). SAAs will make recommendations to DHS/FEMA based on their target allocation and according to the chart listed in the NSGP-S Process subsection.

#### **Vermont SAA (State Administrative Agency) Review:**

Application packages are submitted by the nonprofit organization to the SAA based on the established criteria. The SAA will review applications and recommend to DHS/FEMA which nonprofit organizations should be selected for funding.

1. The SAA will review applications and recommend to DHS/FEMA which nonprofit organizations should be selected for funding. As part of the state review, the SAAs must:
  - Conduct an eligibility review.
  - Verify that the nonprofit is located outside an FY 2023 UASI-designated urban area.
2. Each member of the Nonprofit Security Working Group will review each application independently.
3. The Nonprofit Security Working Group Review and score all complete application packages (including vulnerability assessments and mission statement) using the NSGP Scoring Worksheet provided by DHS/FEMA.
4. A score will be calculated for each application.
5. The Working Group may choose to ask for additional documentation for review, as they see appropriate, to assist in the review and award process.
6. Applications will be scored, prioritized and recommendations for funding will be made to FEMA. The SAA will
  - a. submit the results of the state review along with complete applications from eligible applicants to DHS/FEMA using the SAA Prioritization Tracker.
  - b. submit nonprofit organization application details for all applications received but not recommended for funding (including incomplete applications and ineligible applicants) to DHS/FEMA using the SAA Prioritization Tracker.
7. The SAA will base its recommendations on the SAA’s subject-matter expertise and discretion with consideration to the following factors:
  - Need: The relative need for the nonprofit organization compared to the other applicants; and
  - Impact: The feasibility of the proposed project and how effectively the proposed project addresses the identified need.

#### **Federal (FEMA) Review:**

The IJs submitted by each SAA will be reviewed by DHS/FEMA HQ Program Analysts. Federal staff will verify that the nonprofit organization is located outside of an FY 2023 UASI-designated urban area. Federal reviewers will score each IJ using the NSGP Investment Justification Scoring Worksheet.

## Final Score (NSGP-S)

To calculate an application’s final score, the sum of the applicant’s SAA score and the Federal reviewer’s score will be multiplied:

- By a factor of three for nonprofit groups that are at a high risk of terrorist attacks due to their ideology, beliefs, or mission;
- By a factor of two for medical and educational institutions; and
- By a factor of one for all other nonprofit organizations.

Applicants who have never received a NSGP award will have 15 points added to their score.

To advance considerations of equity in awarding NSGP grant funding, FEMA will add up to 15 additional points to the scores of organizations that demonstrate how they serve an underserved community or population or that are located within an underserved community. FEMA will apply the Centers for Disease Control and Prevention’s (CDC) [Social Vulnerability Index \(SVI\)](#) tool to each applicant. FEMA will add 10 points to applications from organizations in communities, or demonstrate that they serve communities, with a “High” SVI ranking (.60 - .79) and 15 points to applications from organizations in communities, or demonstrate that they serve communities, with a “Very High” SVI ranking (.80 – 1.0).

Applicants will be selected from highest to lowest scored within their respective state/territory until the available state target allocation has been exhausted. In the event of a tie during the funding determination process, priority will be given to nonprofit organizations that have not received prior year funding, then those prioritized highest by their SAA.

Should additional NSGP-S funding remain unobligated after reviewing all state submissions, FEMA will use the final scores, in part, to determine how the remaining balance of funds will be allocated. Submissions will be selected for funding until the remaining balance of funds is exhausted.

DHS/FEMA will use the results to make funding recommendations to the Secretary of Homeland Security. All final funding determinations will be made by the Secretary of Homeland Security, who retains the discretion to consider other factors and information in addition to DHS/FEMA’s funding recommendations.

### Application Review Checklist

**All applications must be RECEIVED at the Department of Public Safety office by Friday, April 14th, 2023 at 5:00 p.m. EST. Proposals received after this date and time may NOT be eligible for consideration.**

To be completed by DPS staff
Official Grantee Name (applicant):
<input type="checkbox"/> State Homeland Security (SHSP) <input type="checkbox"/> Operation Stonegarden Grant Program (OPSG) <input type="checkbox"/> Nonprofit Security Grant Program (NSGP)

Denied: Reason for denial: \_\_\_\_\_

Follow up needed: yes / no

Follow up completed:

    Initials: \_\_\_\_\_

    Date: \_\_\_\_\_

    Comments:

Date application is complete: \_\_\_\_\_

**Completion Checklist  
To be completed by DPS staff**

Official Grantee Name (applicant):

	Complete? (initials or N/A)	Comments
Official Grantee Federal Tax ID (without dash or space):		
Official Grantee UEI # (without dash or space):		
Official Grantee UEI # Expiration Date:		
The applicant must not be listed on the suspended and debarred list		
The applicant must not be listed on the DPS Restricted Parties List		

Applicants must have a valid UEI number		
Financial risk assessment survey completed in the last 12 months		
Applicants must have read and understood the "Explanation of Application Requirements" as listed on the <a href="https://hsu.vermont.gov/homeland-security-unit/funding-opportunities">https://hsu.vermont.gov/homeland-security-unit/funding-opportunities</a>		
Applicants must meet eligibility requirements under the "What Can I Apply For?" section of the RFP.		
Signature page submitted as a PDF		
Applicant must have written procurement standards per 2 CFR 200.318(a) as per financial risk assessment		
Applicant must have written conflict of interest standards per 2 CFR 200.318(c)(1) as per financial risk assessment		
Certificate of Insurance (COI) with current coverage		
Milestones included with appropriate dates		
A copy of agency's Cash Advance Policy (if applicable)		
Three (3) equipment quotes for all single items valued at more than \$100.00 per unit. Quotes may be from valid websites, catalogs, vendors, etc.		
A current pay chart identifying base and overtime rates. (SHSP, OPSG only)		
A vendor provided course description or syllabus and quotes as required by your organizations' procurement policy.		
Current FCC License and documentation that the applicant has coordinated with the Statewide Interoperability Coordinator ( <a href="mailto:Terry.LaValley@vermont.gov">Terry.LaValley@vermont.gov</a> ) (SHSP, OPSG only)		
Completed Homeland Security Grant Program (HSGP) Property Records List		
Personnel roster must be provided including name, rank and call number. (SHSP, OPSG only)		

Complete department vehicle roster must be provided, including vehicle plate number and use. (SHSP, OPSG only)		
A current Local or Regional Multi-year Training and Exercise Plan must be submitted. (SHSP local exercise only)		
Items are on the AEL and allowable		
Does this application need a waiver (UAVs, vehicles, PPE, etc.)		
Does this application need an EHP review?		
501c3 documentation (NSGP only: not required for Ideology-based/Spiritual/Religious organizations)		
Vulnerability Assessment (NSGP only)		
<b>To be completed by DPS staff</b>		
Federal Subrecipient or Contractor (Vendor) Determination Checklist Completed:		
Assessment of Applicant's Prior Performance: <input type="checkbox"/> Unacceptable <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Acceptable <input type="checkbox"/> Good <input type="checkbox"/> Excellent		
<b>COMMENTS:</b>		



# Nonprofit Security Grant Program Scoring Matrix – Fiscal Year 2023

Reviewers should use this document as a reference when scoring applications under the Fiscal Year (FY) 2023 Nonprofit Security Grant Program (NSGP).

I – Applicant Information				
Question		Criteria	Score	Explanations
1	Did the applicant provide all the required information in the Applicant Information Section?	The applicant should provide all information as it is applicable in the informational section.	Yes	The applicant did provide all the required information.
			No	The applicant did not provide all the required information.
II - Background				
Question		Criteria	Score	Explanations
2	Did the applicant provide a description of their nonprofit organization to include symbolic value of the site as a highly recognized national or historical institution or as a significant institution within the community that renders the site as a possible target of terrorism and other extremist attacks?	Applicants must describe their organization, its mission/purpose, the symbolic value of the building/organization, and how these factors may make it the target of an attack.	0	The applicant did not provide a description of the organization including the symbolic value of the site as a highly recognized institution that renders the site a possible target of terrorism or other extremist attacks.
			1	The applicant provided a poor description of the organization including the symbolic value of the site as a highly recognized institution that renders the site a possible target of terrorism or other extremist attacks.
			2	The applicant provided an adequate description of the organization including the symbolic value of the site as a highly recognized institution that renders the site a possible target of terrorism or other extremist attacks.
			3	The applicant provided a full, clear, and effective description of the organization including the symbolic value of the site as a highly recognized institution that renders the site a possible target of terrorism or other extremist attacks.
3	Did the applicant provide a description of their nonprofit organization to include any role in responding to or recovering from events that integrate nonprofit preparedness with	Applicants must clearly describe their individual organization's previous or existing role in response to or in recovery efforts to terrorist or other extremist attacks. This	0	The applicant did not provide a description of the organization that included any role in responding to or recovering from events that integrate nonprofit preparedness with broader state/local efforts.
			1	The applicant provided some description of the organization that included any role in responding to or recovering from events that integrate nonprofit preparedness with broader state/local efforts.

broader state/local preparedness efforts?	should tie into the broader preparedness efforts of state and/or local government.	2	The applicant provided a full, clear, and effective description of the organization that included any role in responding to or recovering from events that integrate nonprofit preparedness with broader state/local efforts.
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III - Risk				
	Question	Criteria	Score	Explanations
4	Did the applicant discuss specific threats or attacks against the nonprofit organization or closely related organization?	To substantiate the applicant's risk to a terrorist or other extremist attack, applicants may describe incidents that have occurred at or threats that have been made to their organization. Applicants may also draw from incidents that have occurred at closely related/similar organizations either domestically or internationally; the applicant should make the connection that they are at risk for the same reasons. Local crimes such as burglary, theft, or vandalism without a terrorism, extremism, or hate-related nexus may provide context justification for NSGP funding.	0	The applicant did not discuss specific threats or attacks against the organization or a closely related organization.
			1	The applicant provided minimal discussion of threats or attacks against the organization or a closely related organization.
			2	The applicant provided poor discussion of threats or attacks against the organization or a closely related organization.
			3	The applicant provided adequate discussion of threats or attacks against the organization or a closely related organization.
			4	The applicant provided good discussion of threats or attacks against the organization or a closely related organization.
			5	The applicant provided multiple, detailed, and specific threats or attacks against the organization or a closely related organization.
5	In considering vulnerabilities, how well did the applicant describe the organization's susceptibility to destruction, incapacitation, or exploitation by a terrorist or other extremist attack?	Applicants must provide a clear description of findings from a completed vulnerability assessment.	0	The applicant did not discuss or describe the organization's susceptibility to attack.
			1	The applicant provided minimal description of the organization's susceptibility to attack.
			2	The applicant provided poor description of the organization's susceptibility to attack.
			3	The applicant provided adequate description of the organization's susceptibility to attack.
			4	The applicant provided good description of the organization's susceptibility to attack.
			5	The applicant provided clear, relevant, and compelling description of the organization's susceptibility.
6	In considering potential consequences, how well did the applicant address potential	Applicants should describe how an attack would impact them, the community served, and if possible/applicable, beyond the immediate individuals served (nearby	0	The applicant did not discuss or describe the potential negative consequences the organization may face.
			1	The applicant provided minimal description of the potential negative consequences the organization may face.

negative effects on the organization's asset, system, and/or network if damaged, destroyed, or disrupted by a terrorist or other extremist attack?	critical infrastructure, businesses, transportation, schools, etc.).	2	The applicant provided poor description of the potential negative consequences the organization may face.
		3	The applicant provided adequate description of the potential negative consequences the organization may face.
		4	The applicant provided good description of the potential negative consequences the organization may face.
		5	The applicant provided a clear, relevant, and compelling description of the potential negative consequences the organization may face.

IV – Facility Hardening				
Question	Criteria	Score	Explanation	
7	How well does the applicant describe the proposed facility hardening activities, projects, and/or equipment and relate their proposals to the vulnerabilities described in Question 6?	In narrative form in Section IV-A, applicants must clearly explain what the proposed activities, projects, and/or equipment are, identify their estimated cost, and describe how they will mitigate or address vulnerabilities identified in the vulnerability assessment in Section III (Question 6).	0	The applicant did not propose facility hardening or the proposals do not mitigate identified risk(s) and/or vulnerabilities.
			1	Proposed activities, projects, or equipment may provide minimal facility hardening or are only minimally related to some of the identified risk(s) and/or vulnerabilities.
			2	Proposed facility hardening activities, projects, or equipment would likely mitigate identified risk(s) and/or vulnerabilities.
			3	Proposed facility hardening activities, projects, or equipment are clearly aligned with and effectively mitigate the identified risk(s) and/or vulnerabilities.
8	Did the applicant's proposed facility hardening activity focus on the prevention of and/or protection against the risk of a terrorist or other extremist attack?	The proposed activities, projects, and equipment should directly tie to the prevention of and/or protection against the risk of terrorist or other extremist attacks.	0	The proposed facility hardening activities do not focus on the prevention of and/or protection against the risk of terrorist or other extremist attacks.
			1	The proposed facility hardening activities are somewhat focused on the prevention of and/or protection against the risk of terrorist or other extremist attacks.
			2	The proposed facility hardening activities are adequately focused on the prevention of and/or protection against the risk of terrorist or other extremist attacks.
			3	The proposed facility hardening activities are clearly and effectively focused on the prevention of and/or protection against the risk of terrorist or other extremist attacks.
9	Are all proposed equipment, activities, and/or projects tied to a vulnerability that it could reasonably address/mitigate?	The proposed equipment, activities, and/or projects should mitigate/address the vulnerability tied to it in the Section IV-B table.	0	No vulnerabilities are listed and/or the proposed equipment, activities, or projects do not address listed vulnerabilities.
			1	The proposed equipment/activities/projects are somewhat reasonable to address the listed vulnerability.
			2	The proposed equipment/activities/projects are mostly reasonable to address the listed vulnerability.

3

The proposed equipment/activities/projects effectively address the listed vulnerability.

V – Milestones				
Question	Criteria	Score	Explanations	
10	How well did the applicant describe the milestones and the associated key activities that lead to the milestone event over the NSGP period of performance?	The applicant should describe the milestones needed to accomplish the goals of the NSGP funding and should include the key activities that will be necessary to accomplish those milestones.	0	The applicant did not provide information on milestones and associated key activities.
			1	The applicant provided some description of milestone events and the associated key activities over the NSGP POP.
			2	The applicant provided adequate description of milestone events and the associated key activities over the NSGP POP.
			3	The applicant fully and effectively described milestone events and the associated key activities over the NSGP POP.
11	Did the applicant include milestones and associated key activities that are feasible over the NSGP period of performance?	Milestones should be realistic, potentially include the entire period of performance (36 mo.), be inclusive of all proposed activities, and consider the Environmental Planning and Historic Preservation review process. Milestones should not exceed 36 months and should not begin prior to the Period of Performance.	0	The applicant did not include milestones and key activities that are feasible over the NSGP POP.
			1	The applicant included milestones and key activities that are somewhat feasible over the NSGP POP.
			2	The applicant included milestones and key activities that are feasible over the NSGP POP.
VI – Project Management				
Question	Criteria	Score	Explanations	
12	How well did the applicant justify the effectiveness of the proposed management team's roles and responsibilities and the governance structure to support implementation of the Investment?	Brief description of the project manager(s) and level of experience.	0	The applicant did not justify the effectiveness of proposed management team or the structure in place to support implementation.
			1	The applicant somewhat justified the effectiveness of the proposed management team and the structure in place to the support implementation.
			2	The applicant fully justified the effectiveness of the proposed management team and the structure in place to the support implementation.

VII - Impact				
Question	Criteria	Score	Explanations	
13	How well did the applicant describe the outcomes/outputs that would indicate that the Investment was successful?	Measurable outputs and outcomes should directly link to the vulnerabilities and consequences outlined in Section III.	0	The applicant did not describe the outcomes and/or outputs that would indicate the Investment was successful.
			1	The applicant provided minimal information on the outcomes and/or outputs that would indicate the Investment was successful.
			2	The applicant provided some information on the outcomes and/or outputs that would indicate the Investment was successful.
			3	The applicant provided an adequate discussion of the outcomes and/or outputs that would indicate the Investment was successful.
			4	The applicant provided a full and detailed description of the outcomes and/or outputs that would indicate the Investment was successful.

## STANDARD GRANT ATTACHMENTS

### Grant Agreement Provisions and Special Conditions

The Department of Public Safety, as the recipient of this grant is required to advise all sub-recipients of the HSGP program of the requirements imposed upon them by Federal statute, executive orders and regulations. Please carefully review and understand the following pages.

If awarded a grant, each agency must adhere to the certifications and assurances identified in the subgrant agreement. Below are sample conditions that must be followed in order to be in compliance of the grant. These conditions are subject to change in the actual agreement and are provided here to advise an applicant of parameters that may be required upon acceptance of the Homeland Security grant award.

#### Attachment C: Standard State Provisions for Contracts and Grants

REVISED DECEMBER 15, 2017

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement. The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1)

defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:  
Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits

of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents

for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive

equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A) Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B) Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C) Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D) Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party

states that, as of the date this Agreement is signed, he/she:

- A) is not under any obligation to pay child support; or
- B) is under such an obligation and is in good standing with respect to that obligation; or
- C) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State

Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:**

Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:**

Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond s reasonable control rendering performance illegal or impossible

(excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and

intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

**A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be

conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

**A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

**B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration

for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances

surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

**(End of Standard Provisions)**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; PROCUREMENT; ORGANIZATIONAL AND FINANCIAL REQUIREMENT; FOLLOWING SUBRECIPIENT PROCEDURES; DISCLOSURE OF INFORMATION AND CONFLICT OF INTEREST;**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

**1. LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into

this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such

prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

**3. DRUG-FREE WORKPLACE**

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by: <sup>1</sup>

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<sup>1</sup> 2 CFR § 182

1. Maintaining a Zero Tolerance Drug Policy;
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
4. Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Subrecipient's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (e) Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

**4. PROCUREMENT:**

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.<sup>2</sup>
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms re used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

**5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS**

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
  - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.
  - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:
  - a. Presents, classifies and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three year period, whichever is later.
  - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
  - c. Provides information for planning, control and evaluation of direct and indirect costs;
  - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

- a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
  - i. having new or substantially changed systems
  - ii. having new compliance personnel
  - iii. loss of license or accreditation to operate program
  - iv. organizational restructuring.

**6. FOLLOWING SUBRECIPIENT PROCEDURES:**

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in: (a) 2 CFR 200 § 302 Financial Management

**7. DISCLOSURE OF INFORMATION:**

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

**8. CONFLICT OF INTEREST**

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or

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<sup>4</sup> 2 CFR § 200.318(c)(1)

projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

**9. Prohibition on certain telecommunications and video surveillance services or equipment**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or

obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National

Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

Attachment E: Funding Source Special Conditions  
(2022 for example only)

This Agreement is subject to the requirements of all federal laws, policies and bulletins. Most notably:

National Incident Management (NIMS) - Recipients of this award must be compliant with the National Incident Management System activities set forth in the Vermont’s NIMS Implementation Plan. As outlined in HSPD-5 (National Incident Management) DHS mandates that States institutionalize NIMS. The Subrecipient agrees to incorporate NIMS into existing training programs and exercises; incorporate NIMS into Local Emergency Management Plans (LEMP’s); promote intrastate mutual aid agreements and institutionalize the use of the Incident Command System.

Interoperability Communications - As part of this agreement, the Subrecipient agrees that the U-Call/V-Call and U-Tac/V-Tac frequencies must be programmed into all applicable interoperable communications equipment. All channels other than U-CALL 40 are used in simplex mode.

V-CALL10	(Formerly VCALL)	Command	155.7525
V-TAC11	(Formerly V-TAC 1)	Dispatch/Lifeline	151.1375
V-TAC12	(Formerly V-TAC 2)	Tactical/Fire Ground	154.4525
V-TAC13	(Formerly V-TAC 3)	Tactical/Search & Rescue	158.7375
V-TAC14	(Formerly V-TAC 4)	Tactical/Air or Ground EMS Operations	159.4725
U-CALL40	(Formerly U-CALL)	Dispatch/Lifeline	453.2125
U-TAC41	(Formerly U-TAC 1)	Command	453.4625
U-TAC42	(Formerly U-TAC 2)	Tactical	453.7125
U-TAC43	(Formerly U-TAC 3)	Tactical	453.8625

Regional Coordination - A high priority is placed on ensuring that all awards reflect regional coordination and regional integration.

Permits - All local, state and federal permits are the responsibility of the Subrecipient.

Prior Approval/Review of Releases - Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this Grant Agreement shall be approved/reviewed by the State prior to release.

Data Collection - The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

## **Article I - Summary Description of Award**

The FY 2022 Nonprofit Security Grant Program (NSGP) plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the National Preparedness Goal. The NSGP provides funding support for statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack. The program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

## **Article II - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

## **Article III - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

## **Article IV - Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

## **Article V - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

## **Article VI - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as

adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article VII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article VIII - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article IX - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article X - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XI - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes

the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

## **Article XII - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

## **Article XIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## **Article XIV - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

## **Article XV - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

## **Article XVI - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial

assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

## **Article XVII - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **Article XVIII - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002

include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XIX - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XX - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article XXI - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article XXII - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article XXIII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the

FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### **Article XXIV - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article XXV - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXVII - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

### **Article XXIX - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **Article XXX - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### **Article XXXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

### **Article XXXII - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

### **Article XXXIII - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XXXIV - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

#### **Article XXXV - Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article XXXVI - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXVII - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XXXVIII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XXXIX - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### **Article XL - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

## **Article XLI - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## **Article XLII - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Final Guidance must be followed, 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards became effective 12/26/2014 for Federal awards that are issued post 12/26/2014. This regulation supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in 2 C.F.R. Parts 220, 225, 215, and 230); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up. See final guidance and OMB Policy Statements for more information.

- 2 CFR 180 OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)
- 2 CFR 215 (formerly A-110) Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
- 2 CFR 220 (formerly A-21) Cost Principles for Education Institutions,
- 2 CFR 225 (formerly A-87) Cost Principles for State, Local and Indian Tribal Governments,
- 2 CFR 230 (formerly A-122) Cost Principles for Non-Profit Organizations, and
- A-133 Audits of States, Local Governments and Non-Profit Organizations.

This Agreement is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

Bulletin 5, Single Audit Policy for Agreements

Bulletin 5 - Procedure #1

Bulletin 5 - Procedure #2

This agreement is subject to the requirements for the federal agency providing the funds. This agreement is subject to the following Code of Federal Regulation (CFR) and Grant Guidance:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206_main_02.tpl)